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July 23, 2003

Dawn Van Hoek, Director  
330 Penobscot Bldg  
645 Griswold  
Detroit MI 48226

RE: Watts, Cronin & Marks -v- Antkoviak, Corsiglia, et al

Dear Ms. Van Hoek:


As you may know, attorneys, Kevin Cronin, Andy Marks, (former Allegan County Prosecuting Attorney) and I have initiated a lawsuit in the Federal District Court for the Western District Court against our local Circuit and Probate Judges alleging political patronage in the Court appointed system for indigent people in Juvenile, Neglect and Abuse cases in Allegan County.

Frankly, I am asking for your organization's help, or at least assistance (perhaps, referring me to other lawyers). Enclosed are copies of the pleadings. One of our goals in this case is to try to change the entire system of the way in which the Courts appoint lawyers for indigent people, not just in Allegan County.

Any assistance you can provide would be greatly appreciated.

Sincerely,

JOHN A. WATTS, P.C.



John A. Watts  
JAW:ldc

Cc: Tom Plachta (Letter Only)  
Kevin Cronin (Letter Only)  
Andy Marks (Letter Only)  
File

STATE OF MICHIGAN  
IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT  
OF MICHIGAN-SOUTHERN DIVISION  
399 Federal Bldg., 110 Michigan NW, Grand Rapids Michigan 49503  
Telephone: (616) 456-2381

\*\*\*\*\*

John A. Watts, Andrew J. Marks &  
Kevin W. Cronin,

Honorable

Plaintiffs,

File No. 4:02 CV 0223

-v-

COMPLAINT

ANTKOVIK & ANTKOVIK, P.C.,  
A Michigan Professional Corporation,  
PETER ANTKOVIK, II, an individual,  
And Stockholder in ANTKOVIK &  
ANTKOVIK, P.C., HEIDI WOLF,  
an individual, MICHAEL DAY, individually  
and in his official capacity as a Court  
Administrator, Administrator of the Allegan  
County Circuit Court,

And

HARRY A. BEACH, individually, and in his  
Official capacity as an administrator over  
Courts, including Contracts with attorneys  
For appointment to represent indigent  
Parties in Allegan County Juvenile Court

And

GEORGE R. CORSIGLIA, individually, and in his  
Official capacity as an administrator over  
Courts, including Contracts with attorneys  
For appointment to represent indigent  
Parties in Allegan County Juvenile Court

And

MICHAEL L. BUCK, individually, and in his  
official capacity as an administrator over

Courts, including Contracts with attorneys  
For appointment to represent indigent  
Parties in Allegan County Juvenile Court

And

COUNTY OF ALLEGAN, a Michigan Public  
Body,

Defendants.

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## COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF

### JURISDICTIONAL ALLEGATIONS

1. The Plaintiffs, John A. Watts, Andrew J. Marks, and Kevin W. Cronin, are licensed attorneys who lived and practiced law in the County of Allegan, State of Michigan, at all times relevant to this Complaint.
2. The Defendants, Peter Antkoviak, II, and Heidi Wolf are licensed attorneys who lived and practiced law in the County of Allegan, State of Michigan, at all times relevant to this Complaint. Antkoviak & Antkoviak, P.C., A Michigan Professional Corporation, Peter Antkoviak, II, an individual, and Stockholder in Antkoviak & Antkoviak, P.C.
3. The Defendant, Michael Day, was the Administrator of the Allegan County Circuit Court at the times relevant to this Complaint.
4. The Defendants, Harry A. Beach and George R. Corsiglia, are Circuit Court Judges who served in that capacity at all times relevant to this Complaint.
5. The Defendants Harry A. Beach and George R. Corsiglia, exercised administrative duties for the Allegan County Court system as well, including but not limited to, determining, in conjunction with the Defendants, Michael Day and Michael Buck, which attorneys would receive appointments in Allegan County

Juvenile Court in abuse and neglect cases when the need for an appointed attorney for parties that appeared before the Court existed.

6. The Defendant, Michael Buck was elected to the position of Allegan County Probate Judge in November 2000, and currently, serves in that capacity. He exercised administrative duties for the Allegan County Court system as described in Paragraph 5 above.

7. The Defendant, County of Allegan, was the payer in contracts entered into by it or the other Defendants, Judges and Administrator mentioned above or both with the Plaintiffs, and Defendant, Allegan County is a governmental body organized and existing under the constitution and laws of the State of Michigan.

8. This lawsuit alleges, in part, retaliation against the Plaintiffs by some of the Defendants because of the Plaintiffs political activities and association in violation of 42 USC § 1983, (1985).

9. The jurisdiction of this Court arises under 28 USC § 1331, § 1343, and § 1367.

### COMMON ALLEGATIONS

10. The Plaintiffs restate and re-allege as though fully set forth herein Paragraphs 1-9 of this Complaint.

11. The Plaintiff, John A. Watts, ran against the Defendant, Harry A. Beach, for Allegan County Circuit Judge, and lost, approximately ten (10) years ago.

12. The Plaintiff, Andrew J. Marks, in 1988, ran against and defeated Frederick R. Hunter, III, for Allegan County Prosecutor when Frederick R. Hunter, III, was favored by the Circuit Judges of the County of Allegan in the early 90's.

Plaintiff, Kevin W. Cronin and publicly supported his candidacy in other ways.

20. The Defendants, Peter Antkoviak, II, and Heidi Wolf actively and publicly supported Mr. Cronin's opponent, Michael Buck for the position of Probate Judge.

21. In the November 2000 election, Michael Buck defeated Kevin W. Cronin for Allegan County Probate Judge.

22. With respect to the contract for Juvenile Court appointments, that the Court Defendants let out for bid in 2000, the Plaintiffs, John A. Watts, Andrew J. Marks, and Kevin W. Cronin agreed with the Defendants, Peter Antkoviak, II, and Heidi Wolf, and others, that Mr. Antkoviak, II, and Heidi Wolf, among others, agreed that they would present a solid, united, cohesive, non-dissenting negotiating group for the same amounts in its negotiations with the administrator, Michael Day, and others concerning the Juvenile Court contract.

23. Instead, without telling the Plaintiffs about their activities, the Defendants, Peter Antkoviak, II, and Heidi Wolf, and others on/or about December 28, 2000, entered into their own agreement with the Defendants, Judge Harry A. Beach, Judge George R. Corsiglia, Judge Michael Buck, and Michael Day, and the County of Allegan for court-appointments in Juvenile Court.

24. The Defendants, Peter Antkoviak, II, and Heidi Wolf, acted as they did in Paragraph 24 above, knowing that the Court Defendants did not want to enter into a Contractual Agreement of any kind with John A. Watts, Andrew J. Marks, and Kevin W. Cronin, because of their political activities on behalf of Kevin W. Cronin, but they did not inform John A. Watts, Andrew J. Marks, or Kevin W. Cronin, about their activities or the Court Defendants preferences and the reasons for those preferences.

25. The Defendants, Peter Antkoviak, II, and Heidi Wolf, and other attorneys Received the Contract for appointed juvenile work, and John A. Watts, Andrew J. Marks, and Kevin W. Cronin were totally shut out of that contract.

26. The Court Defendants, awarded the Contract to Antkoviak & Antkoviak, P.C., Peter Antkoviak, II and Heidi Wolf, and affiliated attorneys to award them for their political activities on behalf of Michael Buck and against Kevin W. Cronin after encouraging them to present a bid separate from John A. Watts, Andrew J. Marks, and Kevin W. Cronin, which they did without telling John A. Watts, Andrew J. Marks, and Kevin W. Cronin.

27. The Court Defendants, which had always previously entered into Contracts with John A. Watts, Andrew J. Marks, and Kevin W. Cronin, for their performance of appointed work for indigent parties and others in Juvenile Court, did not do so in late 2000, because of John A. Watts, Andrew J. Marks, and Kevin W. Cronin's political activities on behalf of Kevin W. Cronin.

28. Peter Antkoviak, II, has publicly admitted that the decision not to award a part of the Juvenile Contract and John A. Watts, Andrew J. Marks, and Kevin W. Cronin, in late 2000 was totally a political decision. (See copy of Newspaper article attached as Exhibit 2).

29. The political decision was a retaliatory one related to the Plaintiffs efforts on behalf of and support of Kevin W. Cronin for Allegan County Probate Court Judge.

30. The Defendant, Peter Antkoviak, II, did not tell the Plaintiffs that he was not going to operate as their spokesman, negotiator and agent until at least January 4, 2001.

31. As a result of all of the above, the Defendants, Peter Antkoviak, II, and Heidi Wolf, were unjustly enriched.

32. The Court Defendants, after the Michael Buck election and the awarding of the Juvenile Court Contract to a group of attorneys that involved Antkoviak & Antkoviak, P.C., Peter Antkoviak, II, and Heidi Wolf but not John A. Watts, Andrew J. Marks, and Kevin W. Cronin, also removed John A. Watts, Andrew J. Marks, and Kevin W. Cronin from their present Juvenile Court appointed cases, which caused them to lose future income and to have performed work for which they have not been paid.

33. As a result of the conduct of the Defendants abuse, the Plaintiffs suffered and will continue to suffer a loss of income and benefits, emotional distress, a loss of enjoyment of life, incidental expenses, including moving expenses, and other economic and non-economic damages.

33. Under the laws of the State of Michigan, Plaintiffs enjoy a constitutionally protected property interest in their business.

34. Also, under the laws of the State of Michigan and the Constitution of the United States, Plaintiffs enjoy the right of constitutionally protected speech on matters of public concern.

35. Defendants actions in terminating Plaintiffs Contract because of their exercise of constitutionally protected speech abridge their right of freedom of speech in violation of the First and Fourteenth Amendments to the United States Constitution.

36. Defendants actions in terminating Plaintiffs Contract violate Plaintiffs'

constitutionally protected property interest in their businesses in violation of the Fourteenth Amendment of the United States Constitution and Federal Constitution.

**COUNT I**

**RETALIATION FOR POLITICAL ACTIVITY AND POLITICAL  
ASSOCIATION AND BREACH OF CONTRACT—DEFENDANTS  
HARRY A. BEACH, GEORGE R. CORSIGLIA, AND MICHAEL BUCK,  
MICHAEL DAY, AND COUNTY OF ALLEGAN**

37. The Plaintiffs restate and re-allege as though fully set forth herein, Paragraphs 1-36 of this Complaint.

38. The Defendants, Harry A. Beach, George R. Corsiglia, Michael Buck, Michael Day, and County of Allegan, refused to award a contract for representing parties appearing in the Allegan County Juvenile Court thereafter, to the Plaintiffs in November 2000, and they have continued to refuse to do so, despite the Plaintiffs applications, contracts, because of Kevin W. Cronins' activities of running for Judge against Michael Buck, and because of Andrew J. Marks and John A. Watts' public support and campaigning for Kevin W. Cronin.

39. The same Defendants also took away court-appointed clients of the Plaintiffs because of the Plaintiffs political activities described above in violation of a previously existing contract.

40. The actions of the Defendants described above violates the First Amendment of the Constitution of the United States and is actionable under 42 USC § 1983.

41. The above cited actions impair the Constitutional and Statutory Rights of Plaintiff's clients to effective assistance of counsel, and constitute a clear breach of the year 2000 Legal Service Contract between Plaintiffs and the County of Allegan



and the Circuit Court. These actions are also in violation of the provisions of MCLA

712A.17c(9) which states as follows:

"An attorney or "lawyer-guardian ad litem" for a child not be discharged by the court absent a showing of good cause on the record as long as the child is subject to the jurisdiction, control, or supervision of the court or Michigan Children's Institute or other agency." (Emphasis Supplied).

42. As a result the unconstitutional abuse of the Defendants described above, the Plaintiffs suffered the damages described above.

**WHEREFORE**, the Plaintiff request all appropriate equitable relief, including reinstatement of the Juvenile Court Appointed Contract, but not limited to that, as well as any money judgment against the Defendants for whatever amount is sufficient to compensate them for their injuries and damages and the injuries and damages they will suffer in the future plus punitive damages against the named individual Defendants, costs, all recoverable interest, attorney fees under 42 USC § 1988, and any other relief this Court deems fair and just.

**COUNT II**  
**LEGAL MALPRACTICE, BREACH OF FIDUCIARY DUTY,**  
**INTERFERENCE WITH PROSPECTIVE BUSINESS ADVANTAGE, FRAUD**  
**AND UNJUST ENRICHMENT—DEFENDANT, ANTKOVIK &**  
**ANTKOVIK, P.C., AND PETER ANTKOVIK, II**

43. The Plaintiffs restate and re-allege as though fully set forth herein, Paragraphs 1-42 of this Complaint.

44. By agreeing to be the sole agent of a group of attorneys, including the Plaintiffs for the purpose of communications, negotiation, and entering into a contract, the Defendant, Antkoviak & Antkoviak, P.C, and Peter Antkoviak, II, owed a fiduciary duty to the Plaintiffs.

45. The Defendant, Antkoviak & Antkoviak, P.C., and Peter Antkoviak, II, breached that agency agreement and fiduciary duty and committed legal malpractice in the manner described in the common allegations, including but not limited to, as follows:

- a) Not timely notifying the Plaintiffs that the Court Defendants were seeking different bids from different groups of attorneys;
- b) Negotiating a Contract for himself and others but not for the Plaintiffs, thereby, shutting the Plaintiffs out of the Contract;
- c) Not notifying the Plaintiffs of the status of other bids by other attorneys.

46. As a result of the unlawful conduct of the Defendant, Peter Antkoviak, II, the Plaintiffs suffered the damages set forth above.

**WHEREFORE**, the Plaintiffs request a judgement against the Defendant, Peter Antkoviak, II, for whatever amount is sufficient to compensate them for their injuries and damages and the injuries and damages they will suffer in the future plus costs, all recoverable interest, attorney fees, and any other relief this Court deems fair and equitable.

**COUNT III**  
**INTERFERENCE WITH PROSPECTIVE BUSINESS ADVANTAGE.**  
**FRAUD, AND UNJUST ENRICHMENT—DEFENDANT, HEIDI**  
**WOLF**

47. The Plaintiffs restate and re-allege as though fully set forth herein, Paragraphs 1-46 of this Complaint.

48. In 2000, as she had in many past years, the Defendant, Heidi Wolf, agreed

with the Plaintiffs and others that she would negotiate through one person elected as an agent and enter into a Contract with the Court Defendants for all members of the group under agreed upon terms for all members.

49. Instead, by virtue of her public support for Michael Buck for Probate Judge, Heidi Wolf, negotiated Contracts with the Court Defendants for herself and other attorneys shutting out the Plaintiffs in the process.

50. The Defendant, Heidi Wolf, did not tell the Plaintiffs that she would be negotiating for herself against the interests of the Plaintiffs.

51. The Defendant, Heidi Wolf, therefore, committed fraud and enriched herself to the detriment of the Plaintiffs.

52. As a result of conduct of the Defendant, Heidi Wolf, the Plaintiffs suffered the damages set forth above.

**WHEREFORE**, the Plaintiffs request a judgment against the Defendant, Heidi Wolf for whatever amount is sufficient to compensate them for their injuries and damages and the injuries and damages they will suffer in the future plus costs, all recoverable interest, attorney fees, and any other relief this Court deems fair and just.

Dated:

12/27/02

  
JOHN A. WATTS (P-22048)  
Attorney for Plaintiffs

2000  
**CIRCUIT COURT FAMILY DIVISION**  
**LEGAL SERVICES CONTRACT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by and between the "Attorney Group" and the 48<sup>th</sup> Judicial Circuit Court, Family Division, hereinafter referred to as "THE COURT".

WHEREAS, The Court desires to obtain court appointed legal services to represent indigent respondents and/or parents in delinquency and neglect proceedings.

WHEREAS, the Attorney Group is composed of the following attorney firms: Heidi L. Wolf; Burnett, Kastran and Klein, P.C.; Peter Antkowiak, II; John A. Watts, P.C.; Kevin W. Cronin; and Andrew J. Marks; and said Group hereby represents to The Court that they are capable of performing the legal services required of them pursuant to the terms of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

I. **TERM OF THE CONTRACT**

This Contract shall take effective January 1, 2000, and shall terminate on December 31, 2000.

II. **SERVICES TO BE PERFORMED**

ATTORNEYS agree to provide legal representation in all newly commenced proceedings in the following areas under the jurisdiction of The Court: Protective Proceedings, Child Neglect and Juvenile Delinquency. Attorney services will include representation for all hearings and trials for which legal counsel have, as a matter of practice, been appointed in the past.

ATTORNEYS shall continue to provide representation for all currently pending cases before The Court in which said Attorneys have already been appointed.

Attorney services will also include appeals where the client represented in the trial court has an appeal by right either to the Court of Appeals, or the Supreme Court and shall be limited to one appeal by right where such an appeal is represented by the client.

Legal services will include, but not necessarily be limited to, the following court appearances and all out of court preparation therefore:

1. Preliminary hearings, adjourned preliminary hearings and waiver hearings;
2. Pretrial conferences;
3. Trials and pretrial motions;
4. Review hearings;
5. Re-hearings;
6. Dispositional hearings;
7. Probation Violation hearings;
8. Other hearings - Visitation, Custody, Support, Reimbursement, Show Cause, Placement and Removal;

Appearances may include sixty (60) minutes notice Saturdays, Sundays and during the normal work week.

ATTORNEYS shall represent mother, father, putative father, children and when THE COURT feels that representation is absolutely necessary, shall represent other persons that fall into the definition of a "custodian" under the Juvenile Code. Where four (4) or more attorneys appear in one case, either because an attorney is appointed for a custodian other than a parent or a child, or for any other reason, including, but not limited to, more than two (2) parents, or a conflict between children, then the appointment of an attorney or attorneys beyond three (3) attorneys shall be considered an additional case for purposes of calculating the number of case appointments during the term of this Contract.

### III. FEES AND COSTS

THE COURT shall pay all subpoena fees, deposition fees, witness fees and other similar costs. Provided, however, ATTORNEYS shall seek prior approval from THE COURT before incurring excessive deposition fees or expert witness fees. Any extraordinary expenses may be reimbursed based upon the actual amount incurred and upon written approval of the assigned judge.

### IV. STATISTICS

Record of Case Appointments: THE COURT shall keep a day-to-day record of case appointments. This record shall reflect the following information: the day of appointment, the court case number, the name of the case, the name of each attorney appointed, the name of the client for each said attorney, and the nature of

the case (child neglect, juvenile delinquency). THE COURT shall provide an annual report of case appointments reflecting numbers of cases; neglect, delinquency.

#### V. ELIGIBILITY

Client eligibility for appointment of counsel is established at \$300.00 net per week. THE COURT shall make the determination as to eligibility based upon the information provided by the parent(s) in the financial statement filed with the court.

#### VI. ASSIGNMENT OF CASES

There shall be two (2) separate "groups" for purposes of making case assignments. Assignments shall be rotated between the two (2) groups. One group shall be known as the "Wolf Group" which shall consist of Heidi L. Wolf; Burnett, Kastran and Klein, P.C.; and Peter Antkoviak, II. The other group shall be known as the "Watts Group" which shall consist of John A. Watts, P.C.; Kevin W. Cronin; and Andrew J. Marks.

Within the "Wolf Group" the attorneys are appointed in the following fashion:

- A. Delinquency: The first six (6) months of the year, Heidi L. Wolf receives all appointments. The second six (6) months of the year, Burnett, Kastran and Klein, P.C. receives all appointments. Peter Antkoviak, II, is not appointed in delinquency matters.
- B. Abuse/Neglect: The first six (6) months of the year, Burnett, Kastran and Klein, P.C., are appointed to represent the child/ren in the case. Heidi L. Wolf, is appointed to represent the parents, if one interest is shared by the parents or one parent if differing interests, primarily mothers. Peter Antkoviak, II, is appointed when there is a need to appoint another attorney on behalf of a second parent, primarily fathers. The second six (6) months of the year the appointments of Burnett, Kastran and Klein, P.C., and Heidi L. Wolf, are reversed with Peter Antkoviak, II, remaining the same.

Within the "Watts Group" the attorneys are appointed in the following fashion:

- A. Delinquency: John A. Watts, P.C., and Andrew J. Marks, are appointed on an alternating basis. John A. Watts, P.C., is appointed two (2) out of every three (3) delinquency cases and Andrew J. Marks is appointed one

(1) out of every three (3) delinquency cases. Kevin W. Cronin is not appointed in delinquency matters.

- B. Abuse/Neglect: The first six (6) months of the year, John A. Watts, P.C. is appointed to represent the child/ren in the case. Andrew J. Marks is appointed to represent the parents, if one interest is shared by the parents or one parent if differing interests, primarily mothers. Kevin W. Cronin is appointed where there is need to appoint another attorney on behalf of a second parent, primarily fathers. The second six (6) months of the year the appointments of John A. Watts, P.C., and Andrew J. Marks are reversed, with Kevin W. Cronin remaining the same.

Except as otherwise provided in this agreement, any conflicts of interest or scheduling conflicts arising from appointments made under this Contract shall be resolved by the Attorney firm so affected.

If substitution outside of the ATTORNEY GROUP is allowed by order of the Court, the Court shall appoint counsel and arrange for compensation.

## VII. COMPENSATION

The contract price for the calendar year 2000 shall be \$175,000.00. Contract payments shall be made in four (4) equal quarterly installments on the first business day of each quarter, beginning in January of 2000, upon receipt of a single bill reciting the amount due each attorney.

## VIII. TERMINATION OF CONTRACT

This contract shall terminate on December 31, 2000. Provided, however, that a change in the Court Rules, Statutes or Case Law results in a change in the requirements regarding attorney representation in the areas covered by this Contract, ATTORNEYS may terminate this Contract after giving THE COURT sixty (60) days written notice. THE COURT may terminate this contract in the event of:

1. Reorganization of the Court by the legislature, by constitutional amendment, by judicial case assignment, by demonstration project, by inclusion of domestic relations cases in Probate Court or any combination of the above; and/or
2. Amendments or changes to Court Rules or Case Law which significantly

impacts current court operations, case flow or hearing requirements.

The following terms shall apply to Group Attorneys who have been appointed under this Contract in cases pending before THE COURT at the time of termination of this Contract:

- A. Attorneys who do not participate in a new contract will continue to represent their clients appointed under this Contract at an hourly rate equal to a Circuit Court public defender for felony cases, unless the Chief Circuit Court Judge orders that another attorney be substituted as Attorney of record as hereinafter provided.
- B. The Chief Circuit Court Judge may, at his discretion, order another attorney be substituted as Attorney of record for a Group Attorney who does not participate in a new contract, as long as, such substitution would not be detrimental to the best interest of the client involved in each case.

ATTORNEY GROUP

Dated: 11-11-99



Heidi L. Wolf  
By: Heidi L. Wolf

Dated: 11-11-99



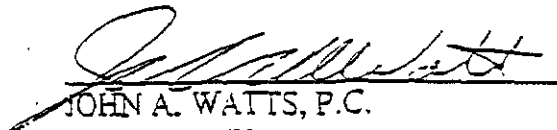
BURNETT, KASTRAN & KLEIN,  
P.C.  
By: Paul W. Klein

Dated: 11-12-99



PETER ANTKOVIK, II  
By: Peter Antkoviak, II

Dated: 11/9/99

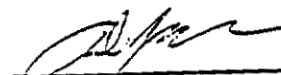


JOHN A. WATTS, P.C.  
By: John A. Watts



Dated:

11/13/97



ANDREW J. MARKS

By: Andrew J. Marks

Dated:

11/15/99



KEVIN W. CRONIN

By: Kevin W. Cronin

Dated:

11/25/99

48<sup>TH</sup> JUDICIAL CIRCUIT COURT - FAMILY  
DIVISION



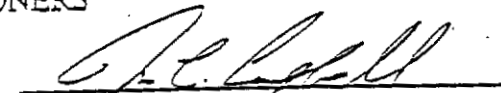
Harry A. Beach

Chief Circuit Judge

DATED:

1/13/00

ALLEGAN COUNTY BOARD OF  
COMMISSIONERS



Chairperson - Jon C. Campbell

# V News

Serving Allegan County for 143 Years

## Out of court *Attorneys clash over service contract*

BY DANIEL G. KELSEY  
STAFF WRITER

A spokesman for a group of attorneys made a public plea to commissioners Thursday, Jan. 11, that the county board intervene in an annual contract negotiation. The contract covers services by court-appointed lawyers for neglected, abused or delinquent children of indigent families. Following debate, the spokesman left the commissioners' chambers with no commitment from the board.

Attorney Kevin Cronin spoke for himself, John Watts and Andrew Marks. He said the three shared the contract the past few years with Peter Antkoviak, Heidi Wolf and Paul Klein. Allegan County Circuit Court paid the six attorneys \$108,000 in 1998 and \$175,000 in both 1999 and 2000.

Circuit court has issued contracts for such services since 1990.

At the close of last year, Cronin said, negotiations broke down between Circuit Court administrator Mike Day and Antkoviak, chosen to represent the six lawyers. According to Cronin, his group learned that the other trio, led by Wolf, was about to sign a 2001 contract for \$180,000. He said the Wolf trio gave no notice to Cronin, Watts and Marks of their private offer to the court. Cronin said his trio made a counter offer of \$170,000 within 24 business hours.

Day confirmed that circuit court judge Harry A. Beach signed a contract with the Wolf trio the previous day (Jan. 10).

Antkoviak said this week that on Dec. 20, 2000, he sent a letter to the

rejecting an offer of a 3 percent increase in the annual contract. After that the judges made an offer to the Wolf trio. Antkoviak said the Wolf trio was worth an extra \$10,000.

"I think the judges over there believe that we do a lot better than the other three firms and did not want them to be a party to the contract," he said. "I guess the judges decided not to have them in there."

**"I guess the other three firms want to be sore losers about being left out of the contract."**

Peter Antkoviak

In the August 2000 primary election Wolf lost a bid for judge of Allegan County Probate Court, a division of circuit court under the state's system of family court. Cronin and Mike Buck survived the primary. Wolf endorsed Buck over Cronin in the November general election, which Buck won to become probate judge.

Without going into this history, Cronin blamed the loss of the contract by his trio of attorneys on politics. He said politics should stop at the courthouse door.

"Frankly, the only thing that has changed since Nov. 1 is that we've had a judicial election," Cronin said.

Antkoviak pointed out that the other three firms got into the contract six years ago.

A. Greig. He acknowledged the aftermath of the race to succeed the retiring Greig as judge may have played a part in contract maneuvering.

"You've always got politics involved," Antkoviak said. "I guess the other three firms want to be sore losers about being left out of the contract."

Day said Buck had nothing to do with the matter.

"I can assure everyone that politics had no role to play in negotiations in regards to this contract," he said.

He confirmed the group of six attorneys rejected a 3 percent increase in the 2001 contract over the previous year. He said the court agreed to a contract with the Wolf trio after that.

"It was never the court's intention to exclude anyone from that process," Day said.

District 5 Commissioner George Wesbey said the contract should go beyond a group of six lawyers. "The further we can spread this money out among attorneys, especially young attorneys in the county, the better off we are," Wesbey said.

District 4 Commissioner David Babbitt the board's role is to approve but not to negotiate contracts. "We don't really have anything to do with that," he said.

Cronin disagreed. "I think that the ball is in your court to see that negotiations get back on track," he said.

Commission chairman Jon Campbell offered to work with the court to see that a similar situation never happens again.

"There was a huge amount of

STATE OF MICHIGAN  
IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT  
OF MICHIGAN-SOUTHERN DIVISION  
399 Federal Bldg., 110 Michigan NW, Grand Rapids Michigan 49503  
Telephone: (616) 456-2381

\*\*\*\*\*

John A. Watts, Andrew J. Marks &  
Kevin W. Cronin,

Honorable

Plaintiffs,

File No. 02-

CZ

-v-

**DEMAND FOR TRIAL BY  
JURY**

ANTKOVIK & ANTKOVIK, P.C.,  
A Michigan Professional Corporation,  
PETER ANTKOVIK, II, an individual,  
And Stockholder in ANTKOVIK &  
ANTKOVIK, P.C., HEIDI WOLF,  
an individual, MICHAEL DAY, individually  
and in his official capacity as a Court  
Administrator, Administrator of the Allegan  
County Circuit Court,

And

HARRY A. BEACH, individually, and in his  
Official capacity as an administrator over  
Courts, including Contracts with attorneys  
For appointment to represent indigent  
Parties in Allegan County Juvenile Court

And

GEORGE R. CORSIGLIA, individually, and in his  
Official capacity as an administrator over  
Courts, including Contracts with attorneys  
For appointment to represent indigent  
Parties in Allegan County Juvenile Court

And

MICHAEL L. BUCK, individually, and in his  
official capacity as an administrator over

Courts, including Contracts with attorneys  
For appointment to represent indigent  
Parties in Allegan County Juvenile Court

And


COUNTY OF ALLEGAN, a Michigan Public  
Body,

Defendants.

---

NOW COMES Plaintiffs, and hereby Demand a Trial by Jury in the above-  
entitled cause of action.

Dated: 12/27/02

  
JOHN A. WATTS (P-22048)  
Attorney for Plaintiffs

**JOHNSON, ROSATI, LABARGE,  
ASELTYN & FIELD, P.C.**

ATTORNEYS AND COUNSELORS

34405 W. TWELVE MILE ROAD, SUITE 200  
FARMINGTON HILLS, MICHIGAN 48331-5627

TELEPHONE: (248) 489-4100

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CHRISTOPHER J. JOHNSON  
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MARK E. RATH  
SHARON A. DeWAELE

OF COUNSEL  
PATRICIA S. JOHNSON  
LARRY A. SALSTROM  
M. DALE MCKAY

\* ALSO ADMITTED IN ILLINOIS

April 1, 2003

Clerk of the Court  
United States District Court  
Western District of Michigan  
399 Federal Building  
110 Michigan NW  
Grand Rapids, MI 49503

Re: Watts, Marks & Cronin -vs- Allegan County, et al  
Case No. 4:02CV0223  
Hon: Richard A. Enslen

Dear Clerk:

In connection with the above matter, enclosed please find Defendant, County of Allegan's Answer to Plaintiffs' Complaint, Affirmative Defenses, Jury Demand and Proof of Service for filing with this Honorable Court.

Thank you for your attention to this matter.

Very truly yours,

**JOHNSON, ROSATI, LaBARGE,  
ASELTYN & FIELD, P.C.**



James L. Dyer

JLD/jc

Enc.

cc: John A. Watts  
Peter Antkoviak, II

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

JOHN A. WATTS, ANDREW J. MARKS  
& KEVIN W. CRONIN,

Plaintiffs,

-VS-

HON: RICHARD A. ENSLEN

CASE NO. 4:02CV0223

ANTKOVIK & ANTKOVIK, P.C.  
A Michigan Professional Corporation,  
PETER ANTKOVIK, II, an individual,  
and Stockholder n ANTKOVIK &  
ANTKOVIK, P.C., HEIDI WOLF,  
an individual, MICHAEL DAY, individually  
and in his official capacity as a Court  
Administrator, Administrator of the Allegan  
County Circuit Court,

and

HARRY A. BEACH, individually and in his  
Official Capacity as an administrator over  
Courts, including Contracts with attorneys  
for appointment to represent indigent parties  
in Allegan County Juvenile Court,

and

GEORGE R. CORSIGILIA, individually and in  
his Official Capacity as an administrator over  
Courts, including Contracts with attorneys  
for appointment to represent indigent parties  
in Allegan County Juvenile Court,

and

MICHAEL L. BUCK, individually and in his  
Official Capacity as an administrator over  
Courts, including Contracts with attorneys  
for appointment to represent indigent parties  
in Allegan County Juvenile Court,

and

COUNTY OF ALLEGAN, a Municipal  
Public Body,

Defendants.

---

JOHN A. WATTS (P22048)  
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245 Hubbard Street  
Allegan, MI 49010  
(616) 673-3547

ANTKOVIK & ANTKOVIK, P.C.  
PETER ANTKOVIK, II (P10223)  
Attorney for Defendants, Peter Antkoviak, II,  
Individually and Antkoviak & Antkoviak, P.C.  
416 Hubbard Street  
Allegan, MI 49010  
(616) 673-8468

JOHNSON, ROSATI, LABARGE,  
ASELTINE & FIELD, P.C.  
By: JAMES L. DYER (P32544)  
34405 West Twelve Mile Road, Suite 200  
Farmington Hills, MI 48331  
(248) 489-4100  
Attorney for Defendant, Allegan County

---

**DEFENDANT, ALLEGAN COUNTY'S ANSWER TO  
PLAINTIFFS' COMPLAINT FOR DAMAGES AND  
EQUITABLE RELIEF, AFFIRMATIVE DEFENSES, AND JURY DEMAND**

NOW COMES Defendant, ALLEGAN COUNTY, by and through its Attorneys, JOHNSON,  
ROSATI, LABARGE, ASELTINE & FIELD, P.C. by JAMES L. DYER, and for its Answer to  
Plaintiffs' Complaint, states as follows:

**JURISDICTIONAL ALLEGATIONS**

1. Answering Paragraph 1, Defendant neither admits nor denies the allegations contained therein, not having sufficient information upon which to form a belief and leaves Plaintiffs to their proofs.

2. Answering Paragraph 2, Defendant neither admits nor denies the allegations contained therein, not having sufficient information upon which to form a belief and leaves Plaintiffs

to their proofs.

3. Answering Paragraph 3, Defendant admits that Michael Day is the Allegan County Circuit Court Administrator and neither admits nor denies the balance of the allegation contained therein.

4. Answering Paragraph 4, Defendant admits that Harry A. Beach and George R. Corsiglia are Circuit Court Judges and neither admit nor deny the balance of the allegation contained therein.

5. Answering Paragraph 5, Defendant neither admits nor denies the allegations contained therein, not having sufficient information upon which to form a belief and leaves Plaintiffs to their proofs.

6. Answering Paragraph 6, Defendant admits that Michael Buck was elected Allegan County Probate Judge in November, 2000 and neither admits nor denies the balance of the allegations contained therein for lack of knowledge or sufficient information upon which to form a belief, leaving Plaintiffs to their proofs.

7. Answering Paragraph 7, Defendant admits that Allegan County is a political subdivision of the State of Michigan, as defined by MCL 691.1401(b), and that it acted as the payor in the contract between the "Attorney Group" and the "48th Judicial Circuit Court, Family Division", attached as Exhibit 1 to Plaintiffs' Complaint. Defendant denies the balance of the allegations contained herein.

8. Answering Paragraph 8, Defendant states that no answer is required because it states a legal conclusion of the pleader, and not an allegation of fact. In further response, Defendant denies that it has retaliated against Plaintiffs due to political activities of associations, as the same is untrue.

9. Answering Paragraph 9, Defendant does not contest that this Court has original



subject matter jurisdiction where a federal question is at issue. Defendant denies that a federal question is properly preserved for the reason the same is untrue. Defendant states that no answer is required to the specific claims in this paragraph because they state the legal conclusions of the pleader, not matters of fact.

### COMMON ALLEGATIONS

10. Answering Paragraph 10, Defendant repeats and realleges its Answers to Paragraphs 1 through 9 above as if more fully set forth herein and same are adopted by reference.

11. Answering Paragraph 11, Defendant admits John A. Watts ran against Harry A. Beach for Allegan County Circuit Judge but neither admits nor denies the balance of the allegation.

12. Answering Paragraph 12, Defendant admits that Andrew Marks ran against and defeated Frederick R. Hunter, III, in 1998, but neither admits nor denies the balance of the allegation.

13. Answering Paragraph 13, Defendant admits that the 48th Judicial Circuit Family Division and certain attorneys entered into a contract for Juvenile Court appointments at times prior to 2000, and neither admit nor deny the balance of the allegations.

14. Answering Paragraph 14, Defendant neither admits nor denies the allegations contained therein, not having sufficient information upon which to form a belief and leaves Plaintiffs to their proofs.

15. Answering Paragraph 15, Defendant neither admits nor denies the allegations contained therein, not having sufficient information upon which to form a belief and leaves Plaintiffs to their proofs.

16. Answering Paragraph 16, Defendant states that no answer is required as the contract speaks for itself. In further answer, Defendant neither admits nor denies the balance of the allegation contained therein.

17. Answering Paragraph 17, Defendant neither admits nor denies the allegations contained therein, not having sufficient information upon which to form a belief and leaves Plaintiffs to their proofs.

18. Answering Paragraph 18, Defendant admits the allegation contained therein, upon information and belief.

19. Answering Paragraph 19, Defendant neither admits nor denies the allegations contained therein, not having sufficient information upon which to form a belief and leaves Plaintiffs to their proofs.

20. Answering Paragraph 20, Defendant neither admits nor denies the allegations contained therein, not having sufficient information upon which to form a belief and leaves Plaintiffs to their proofs.

21. Answering Paragraph 21, Defendant admits the allegations set forth in this Paragraph.

22. Answering Paragraph 22, Defendant neither admits nor denies the allegations contained therein, not having sufficient information upon which to form a belief and leaves Plaintiffs to their proofs.

23. Answering Paragraph 23, Defendant neither admits nor denies the allegations contained therein, not having sufficient information upon which to form a belief and leaves Plaintiffs to their proofs.

24. Answering Paragraph 24, Defendant neither admits nor denies the allegations contained therein, not having sufficient information upon which to form a belief and leaves Plaintiffs to their proofs.

25. Answering Paragraph 25, Defendant admits that Antkoviak, Wolf, Burnett, Kastran

and Klein were awarded the 2001 contract with the 48th Judicial Circuit Family Court and neither admit nor deny the balance of the allegation contained therein.

26. Answering Paragraph 26, Defendant neither admits nor denies the allegations contained therein, not having sufficient information upon which to form a belief and leaves Plaintiffs to their proofs.

27. Answering Paragraph 27, Defendant denies the allegations contained therein for the reason that same are untrue.

28. Answering Paragraph 28, Defendant neither admits nor denies the allegations contained therein, not having sufficient information upon which to form a belief and leaves Plaintiffs to their proofs.

29. Answering Paragraph 29, Defendant denies the allegations contained therein in the manner and form alleged for the reason that they are untrue.

30. Answering Paragraph 30, Defendant neither admits nor denies the allegations contained therein, not having sufficient information upon which to form a belief and leaves Plaintiffs to their proofs.

31. Answering Paragraph 31, Defendant neither admits nor denies the allegations contained therein, not having sufficient information upon which to form a belief and leaves Plaintiffs to their proofs.

32. Answering Paragraph 32, Defendant neither admits nor denies the allegations contained therein, not having sufficient information upon which to form a belief and leaves Plaintiffs to their proofs.

33. Answering Paragraph 33, Defendant denies any allegations of wrongful conduct or "abuse" and neither admits nor denies the claimed damages.

34. Answering Paragraph 34, Defendant states that no answer is required as this states the legal conclusion of the pleader and not a matter of fact. In further response, Defendant denies that it has violated Plaintiffs' constitutional right to protected speech or that Plaintiffs engaged in protected speech on a matter of public concern.

35. Answering Paragraph 35, Defendant denies that it acted to terminate any contract held by Plaintiffs for the reason that same is untrue. Defendant denies the balance of the allegation in the manner and form alleged by Plaintiffs, as same is untrue.

36. Answering Paragraph 36, Defendant denies that it acted to terminate any contract held by Plaintiffs for the reason that same is untrue. Defendant denies the balance of the allegation in the manner and form alleged by Plaintiffs, as same is untrue.

#### COUNT I

#### **RETALIATION FOR POLITICAL ACTIVITY AND POLITICAL ASSOCIATION AND BREACH OF CONTRACT - DEFENDANTS HARRY A. BEACH, GEORGE R. CORSIGLIA, AND MICHAEL BUCK, MICHAEL DAY, AND COUNTY OF ALLEGAN**

37. Answering Paragraph 37, Defendant repeats and realleges its Answers to Paragraphs 1 through 36 above as if more fully set forth herein and same is adopted by reference.

38. Answering Paragraph 38, Defendant denies the allegations contained therein for the reason that same are untrue.

39. Answering Paragraph 39, Defendant denies the allegations contained therein for the reason that same are untrue.

40. Answering Paragraph 40, Defendant denies the allegations contained therein for the reason that same are untrue.

41. Answering Paragraph 41, Defendant denies the allegations contained therein for the

reason that same are untrue.

42. Answering Paragraph 42, Defendant denies any "unconstitutional abuse" or wrongful conduct. In further answer, Defendant neither admits nor denies the balance of the allegation contained therein.

WHEREFORE, Defendant prays for judgment of no cause of action together with costs and attorney fees so wrongfully sustained.

## **COUNT II**

### **LEGAL MALPRACTICE, BREACH OF FIDUCIARY DUTY, INTERFERENCE WITH PROSPECTIVE BUSINESS ADVANTAGE, FRAUD AND UNJUST ENRICHMENT - DEFENDANT, ANTKOVIAK & ANTKOVIAK, P.C. AND PETER ANTKOVIAK, II**

43. Answering Paragraph 43, Defendant repeats and realleges its Answers to Paragraphs 1 through 42 above as if more fully set forth herein and same are adopted by reference.

44. Answering Paragraph 44, Defendant neither admits nor denies the allegations contained therein, not having sufficient information upon which to form a belief and leaves Plaintiffs to their proofs.

45. Answering Paragraph 45, including sub-paragraphs (a) - (c), Defendant neither admits nor denies the allegations contained therein, not having sufficient information upon which to form a belief and leaves Plaintiffs to their proofs.

46. Answering Paragraph 46, Defendant neither admits nor denies the allegations contained therein, not having sufficient information upon which to form a belief and leaves Plaintiffs to their proofs.

WHEREFORE, Defendant prays for judgment of no cause of action together with costs and attorney fees so wrongfully sustained.

### COUNT III

#### **INTERFERENCE WITH PROSPECTIVE BUSINESS ADVANTAGE, FRAUD, AND UNJUST ENRICHMENT - DEFENDANT HEIDI WOLF**

47. Answering Paragraph 47, Defendant repeats and realleges its Answers to Paragraphs 1 through 46 above as if more fully set forth herein and same are adopted by reference.

48. Answering Paragraph 48, Defendant neither admits nor denies the allegations contained therein, not having sufficient information upon which to form a belief and leaves Plaintiffs to their proofs.

49. Answering Paragraph 49, Defendant neither admits nor denies the allegations contained therein, not having sufficient information upon which to form a belief and leaves Plaintiffs to their proofs.

50. Answering Paragraph 50, Defendant neither admits nor denies the allegations contained therein, not having sufficient information upon which to form a belief and leaves Plaintiffs to their proofs.

51. Answering Paragraph 51, Defendant neither admits nor denies the allegations contained therein, not having sufficient information upon which to form a belief and leaves Plaintiffs to their proofs.

52. Answering Paragraph 52, Defendant neither admits nor denies the allegations contained therein, not having sufficient information upon which to form a belief and leaves Plaintiffs to their proofs.

WHEREFORE, Defendant prays for judgment of no cause of action together with costs and attorney fees so wrongfully sustained.

Respectfully Submitted,

**JOHNSON, ROSATI, LABARGE,  
ASELTINE & FIELD, P.C.**



---

BY: JAMES L. DYER (P32544)  
Attorney for Defendant Allegan County  
34405 W. Twelve Mile Road, Suite 200  
Farmington Hills, Michigan 48331-5627  
(248) 489-4100

Dated: April 1, 2003

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

JOHN A. WATTS, ANDREW J. MARKS  
& KEVIN W. CRONIN,

Plaintiffs,

-vs-

HON: RICHARD A. ENSLEN

CASE NO. 4:02CV0223

ANTKOVIK & ANTKOVIK, P.C.  
A Michigan Professional Corporation,  
PETER ANTKOVIK, II, an individual,  
and Stockholder n ANTKOVIK &  
ANTKOVIK, P.C., HEIDI WOLF,  
an individual, MICHAEL DAY, individually  
and in his official capacity as a Court  
Administrator, Administrator of the Allegan  
County Circuit Court,

and

HARRY A. BEACH, individually and in his  
Official Capacity as an administrator over  
Courts, including Contracts with attorneys  
for appointment to represent indigent parties  
in Allegan County Juvenile Court,

and

GEORGE R. CORSIGILIA, individually and in  
his Official Capacity as an administrator over  
Courts, including Contracts with attorneys  
for appointment to represent indigent parties  
in Allegan County Juvenile Court,

and

MICHAEL L. BUCK, individually and in his  
Official Capacity as an administrator over  
Courts, including Contracts with attorneys  
for appointment to represent indigent parties  
in Allegan County Juvenile Court,



and

COUNTY OF ALLEGAN, a Municipal  
Public Body,

Defendants.

---

JOHN A. WATTS (P22048)  
Attorney for Plaintiffs  
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Allegan, MI 49010  
(616) 673-3547

ANTKOVIK & ANTKOVIK, P.C.  
PETER ANTKOVIK, II (P10223)  
Attorney for Defendants, Peter Antkoviak, II,  
Individually and Antkoviak & Antkoviak, P.C.  
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JOHNSON, ROSATI, LABARGE,  
ASELTINE & FIELD, P.C.  
By: JAMES L. DYER (P32544)  
34405 West Twelve Mile Road, Suite 200  
Farmington Hills, MI 48331  
(248) 489-4100  
Attorney for Defendant, Allegan County

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**DEFENDANT, ALLEGAN COUNTY'S AFFIRMATIVE DEFENSES**

NOW COMES Defendant, ALLEGAN COUNTY, by and through its Attorneys, JOHNSON, ROSATI, LABARGE, ASELTINE & FIELD, P.C. by JAMES L. DYER, and for its Affirmative Defenses, state as follows:

1. Plaintiffs have failed to state a claim upon which relief can be granted against this Defendant.
2. To the extent Plaintiffs seek punitive or exemplary damages for claims based upon Michigan Statutory or Common Law they have failed to state a claim upon which relief can be granted.
3. To the extent Plaintiffs claims are premised upon the award of a governmental contract to another bidder offering different terms, they have failed to state a claim upon which relief can be granted since Michigan Law provides for complete governmental discretion in the decision to award

such a contract.

4. To the extent Plaintiffs claims are based on Michigan Law or premised on theories of tort liability. Their claims are barred by Governmental Immunity, as provided in MCL 691.1401, et seq.

5. To the extent Plaintiffs claims are based on an alleged violation of the Michigan Constitution, Plaintiff has failed to state a claim upon which relief can be granted since the State of Michigan has not recognized a private right of action for violations of the Michigan Constitution, in the manner alleged by the Plaintiffs.

6. Plaintiffs' federal claims are barred, in whole or in part by the immunity granted by the 11<sup>th</sup> Amendment to the United States Constitution.

7. Plaintiffs' federal claims are barred, in whole or in part by the doctrines of abstention and federal comity from unwarranted interference in matters of domestic relations or purely local concern.

8. Defendant Allegan County has no official liability pursuant to 42 USC §1983, for acts taken by the 48th Circuit Court, Family Division, since Allegan County is a separate political subdivision and a separate branch of government and neither responsible for the adoption of the policies, practices and procedures of the 48<sup>th</sup> Circuit Court, Family Division, nor legally permitted to exercise control over its operations other than to act as a funding entity.

9. To the extent Plaintiffs seek damages for intentional discrimination, in violation of federal law, such damages are subject to the limitations set forth in 42 USC § 1981a.

10. To the extent the Plaintiffs claim that Allegan County is vicariously liable for the acts or omissions of any individual Defendant, the Plaintiffs have failed to state a claim upon which relief can be granted.

11. To the extent the Plaintiffs seek punitive or exemplary damages for claims brought pursuant to 42 USC § 1983, which are premised upon the official liability of Allegan County, Plaintiffs have failed to state a claim upon which relief can be granted.

12. To the extent that the Plaintiffs seek to impose official capacity liability upon Allegan County they have failed to state a claim upon which relief can be granted for the reason that they have not alleged the existence of an unconstitutional policy, adopted by Allegan County that was the moving force behind Plaintiffs' alleged constitutional deprivation.

13. Allegan County is not liable for the acts of any of the individual Defendants, under theories of derivative liability such as respondeat superior, for claims brought pursuant to 42 USC § 1983.

14. To the extent that the Plaintiffs claim a deprivation of substantive due process under the Fourteenth Amendment to the United States Constitution, which is based upon the alleged violation of a state statute, or local ordinance or policy, they have failed to state a claim upon which relief can be granted.

15. To the extent that the Plaintiffs have alleged a violation, pursuant to 42 USC § 1983, of the First Amendment to the United States Constitution, they have failed to state a claim upon which relief can be granted, for the reason that they have failed to allege public speech, by the Plaintiffs, on a matter of public concern.

16. That Plaintiffs' Complaint is barred, in whole or in part, by the existence of an adequate state remedy.

17. To the extent Plaintiffs allege a violation of procedural due process, under the 14<sup>th</sup> Amendment of the United States Constitution, they have failed to state a claim upon which relief can be granted since they have not been deprived of a liberty or property interest guaranteed by state law.

18. Plaintiffs were afforded adequate pre- and post-deprivation remedies for any claim that they have been deprived of liberty or property without due process of law.


19. To the extent Plaintiffs seek the equitable remedy of injunction, such claim is barred by the doctrine of laches.

20. To the extent Plaintiffs seek the equitable remedy of injunction, such claim is barred by the existence of an adequate remedy at law.

21. **RESERVATION:** Defendant reserves the right to add additional affirmative defenses as discovery and the further course of this litigation may reveal, subject to this Court's scheduling order.

Respectfully Submitted,

**JOHNSON, ROSATI, LABARGE,  
ASELTINE & FIELD, P.C.**



---

BY: JAMES L. DYER (P32544)  
Attorney for Defendant, Allegan County  
34405 W. Twelve Mile Road, Suite 200  
Farmington Hills, Michigan 48331-5627  
(248) 489-4100

Dated: April 1, 2003

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

JOHN A. WATTS, ANDREW J. MARKS  
& KEVIN W. CRONIN,

Plaintiffs,

-VS-

HON: RICHARD A. ENSLEN

CASE NO. 4:02CV0223

ANTKOVIK & ANTKOVIK, P.C.  
A Michigan Professional Corporation,  
PETER ANTKOVIK, II, an individual,  
and Stockholder n ANTKOVIK &  
ANTKOVIK, P.C., HEIDI WOLF,  
an individual, MICHAEL DAY, individually  
and in his official capacity as a Court  
Administrator, Administrator of the Allegan  
County Circuit Court,

and

HARRY A. BEACH, individually and in his  
Official Capacity as an administrator over  
Courts, including Contracts with attorneys  
for appointment to represent indigent parties  
in Allegan County Juvenile Court,

and

GEORGE R. CORSIGILIA, individually and in  
his Official Capacity as an administrator over  
Courts, including Contracts with attorneys  
for appointment to represent indigent parties  
in Allegan County Juvenile Court,

and

MICHAEL L. BUCK, individually and in his  
Official Capacity as an administrator over  
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in Allegan County Juvenile Court,

and

COUNTY OF ALLEGAN, a Municipal  
Public Body,

Defendants.

---

JOHN A. WATTS (P22048)  
Attorney for Plaintiffs  
245 Hubbard Street  
Allegan, MI 49010  
(616) 673-3547

JOHNSON, ROSATI, LABARGE,  
ASELTYN & FIELD, P.C.  
By: JAMES L. DYER (P32544)  
34405 West Twelve Mile Road, Suite 200  
Farmington Hills, MI 48331  
(248) 489-4100  
Attorney for Defendant, Allegan County

---

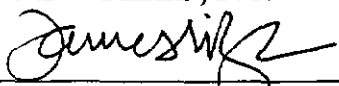
ANTKOVIK & ANTKOVIK, P.C.  
PETER ANTKOVIK, II (P10223)  
Attorney for Defendants, Peter Antkoviak, II,  
Individually and Antkoviak & Antkoviak, P.C.  
416 Hubbard Street  
Allegan, MI 49010  
(616) 673-8468

**DEFENDANT, ALLEGAN COUNTY'S DEMAND FOR  
TRIAL BY JURY**

NOW COMES Defendant, ALLEGAN COUNTY, by and through its Attorneys, JOHNSON,  
ROSATI, LABARGE, ASELTYN & FIELD, P.C. by JAMES L. DYER, and hereby demand a trial  
by jury in the above-entitled cause of action.

Respectfully Submitted,

JOHNSON, ROSATI, LABARGE,  
ASELTYN & FIELD, P.C.

  
BY: JAMES L. DYER (P32544)  
Attorney for Defendant Allegan County  
34405 W. Twelve Mile Road, Suite 200  
Farmington Hills, Michigan 48331-5627  
(248) 489-4100

Dated: April 1, 2003

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

JOHN A. WATTS, ANDREW J. MARKS  
& KEVIN W. CRONIN,

Plaintiffs,

-VS-

HON: RICHARD A. ENSLEN

CASE NO. 4:02CV0223

ANTKOVIK & ANTKOVIK, P.C.  
A Michigan Professional Corporation,  
PETER ANTKOVIK, II, an individual,  
and Stockholder n ANTKOVIK &  
ANTKOVIK, P.C., HEIDI WOLF,  
an individual, MICHAEL DAY, individually  
and in his official capacity as a Court  
Administrator, Administrator of the Allegan  
County Circuit Court,

and

HARRY A. BEACH, individually and in his  
Official Capacity as an administrator over  
Courts, including Contracts with attorneys  
for appointment to represent indigent parties  
in Allegan County Juvenile Court,

and

GEORGE R. CORSIGILIA, individually and in  
his Official Capacity as an administrator over  
Courts, including Contracts with attorneys  
for appointment to represent indigent parties  
in Allegan County Juvenile Court,

and

MICHAEL L. BUCK, individually and in his  
Official Capacity as an administrator over  
Courts, including Contracts with attorneys  
for appointment to represent indigent parties  
in Allegan County Juvenile Court,

and

COUNTY OF ALLEGAN, a Municipal  
Public Body,

Defendants.

JOHN A. WATTS (P22048)  
Attorney for Plaintiffs  
245 Hubbard Street  
Allegan, MI 49010  
(616) 673-3547

JOHNSON, ROSATI, LABARGE,  
ASELTYN & FIELD, P.C.  
By: JAMES L. DYER (P32544)  
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Farmington Hills, MI 48331  
(248) 489-4100  
Attorney for Defendant, Allegan County

ANTKOVIK & ANTKOVIK, P.C.  
PETER ANTKOVIK, II (P10223)  
Attorney for Defendants, Peter Antkoviak, II,  
Individually and Antkoviak & Antkoviak, P.C.  
416 Hubbard Street  
Allegan, MI 49010  
(616) 673-8468

**PROOF OF SERVICE**

STATE OF MICHIGAN     )  
                                      ) SS  
COUNTY OF OAKLAND    )

JULIE CASTLE, being first duly sworn, deposes and states that on the 1st day of April, 2003,  
she served a copy of *Allegan County's Answer to Plaintiffs' Complaint, Affirmative Defenses,*  
*Jury Demand* and a copy of this Proof of Service upon the following by placing same in an  
envelope with postage prepaid and depositing into the U.S. Mail:

JOHN A. WATTS (P22048)  
Attorney for Plaintiffs  
245 Hubbard Street  
Allegan, MI 49010

ANTKOVIK & ANTKOVIK, P.C.  
PETER ANTKOVIK, II (P10223)  
Attorney for Defendants, Peter Antkoviak, II,  
Individually and Antkoviak & Antkoviak, P.C.  
416 Hubbard Street  
Allegan, MI 49010



STATE OF MICHIGAN  
DEPARTMENT OF ATTORNEY GENERAL



MIKE COX  
ATTORNEY GENERAL

P.O. Box 30736  
LANSING, MICHIGAN 48909

April 14, 2003

VIA HAND DELIVERY

Clerk of the Court  
United States District Court  
Western District/Southern Div  
399 Federal Building  
110 Michigan Street, N.W.  
Grand Rapids, MI 49503

Dear Clerk:

Re: *John A. Watts, et al v George A. Corsiglia, et al*  
District Court File No. 4:02-CV-0223

Enclosed for filing in the above matter, are Defendants Corsiglia, Beach, Buck And Day's Answer To Plaintiffs' Complaint And Affirmative Defenses, together with Proof of Service.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Mark E. Donnelly  
Assistant Attorney General  
Public Employment, Elections  
& Tort Defense Division  
(517) 373-6434

MED/wit  
Enc.

c: Hon. Richard A. Enslin - *Via Hand Delivery*  
John A. Watts, *Esq.*  
James L. Dyer, *Esq.*  
Peter Antkowiak, *Esq.*

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

JOHN A. WATTS, ANDREW J. MARKS &  
KEVIN W. CRONIN,

Plaintiffs,

v

No. 4:02-CV-0223

HON. RICHARD A. ENSLEN

ANTKOVIK & ANTKOVIK, P.C., a Michigan  
professional corporation, PETER ANTKOVIK, II an  
individual and stockholder in ANTKOVIK &  
ANTKOVIK, P.C., HEIDI WOLF, an individual,  
MICHAEL DAY, individually and in his official  
capacity as a Court Administrator, Administrator of the  
Allegan County Circuit Court,

And

HARRY A. BEACH, GEORGE R. CORSIGLIA,  
MICHAEL L. BUCK, individually and in their official  
capacities as administrators over courts,

And

COUNTY OF ALLEGAN, a Michigan public body,

Defendants.

---

John A. Watts (P22048)  
Attorney for Plaintiffs  
John A. Watts, P.C.  
245 Hubbard Street  
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DEFENDANTS CORSIGLIA, BEACH, BUCK AND DAY'S ANSWER TO PLAINTIFFS'  
COMPLAINT AND AFFIRMATIVE DEFENSES

Defendants George R. Corsiglia, Harry A. Beach, Michael L. Buck and Michael Day, by counsel, answers plaintiffs' complaint as follows:

### JURISDICTIONAL ALLEGATIONS

1. The allegations are neither admitted nor denied for the reason that defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and leave plaintiffs to their proofs.

2. The allegations are neither admitted nor denied for the reason that defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and leave plaintiffs to their proofs.

3. Admitted.

4. Admitted.

5. The allegations are denied because they are inaccurate statements of fact.

6. Admitted that Michael Buck was elected Probate Judge in Allegan County in November 2000. The remaining allegations are denied because they are inaccurate statements of fact.

7. These allegations do not pertain to the answering defendants and therefore no answer by them is necessary. If an answer is deemed necessary, the allegations are neither admitted nor denied for the reason that defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and leave plaintiffs to their proofs.

8. Statement of law, not fact, to which no answer is necessary. If an answer is deemed necessary, the allegations are denied because they are inaccurate statements of both the law and the facts.

9. Statement of law, not fact, to which no answer is necessary. If an answer is deemed necessary, the allegations are denied because they are inaccurate application of the law to the facts.

### COMMON ALLEGATIONS

10. Defendants incorporate by reference their answers to paragraphs one through nine.

11. Admitted that John Watts ran unsuccessfully against Harry Beach for Allegan County Circuit Judge, but neither admit nor deny the balance of the allegations for the reason that defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and leave plaintiffs to their proofs.

12. Admitted that Andrew Marks ran successfully against Frederick Hunter, III for Allegan County Prosecutor, but neither admit nor deny the balance of the allegations for the reason that defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and leave plaintiffs to their proofs.

13. Admitted that contracts for juvenile court appointments have been entered into between the court and attorneys, but neither admit nor deny the balance of the allegations for the reason that defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and leave plaintiffs to their proofs.

14. The allegations are neither admitted nor denied for the reason that defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and leave plaintiffs to their proofs.

15. The allegations are neither admitted nor denied for the reason that defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and leave plaintiffs to their proofs.

16. The allegations are denied because they are inaccurate statements of fact. Further answering, defendants state that the contract speaks for itself and thus no answer is necessary.

17. Admitted upon information and belief.

18. Admitted.

19. The allegations are neither admitted nor denied for the reason that defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and leave plaintiffs to their proofs.

20. The allegations are neither admitted nor denied for the reason that defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and leave plaintiffs to their proofs.

21. Admitted.

22. The allegations are neither admitted nor denied for the reason that defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and leave plaintiffs to their proofs.

23. The allegations are neither admitted nor denied for the reason that defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and leave plaintiffs to their proofs.

24. The allegations are neither admitted nor denied for the reason that defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and leave plaintiffs to their proofs.

25. Admitted that the 2001 contract was awarded to a group of attorneys that did not include the plaintiffs.

26. The allegations are denied because they are inaccurate statements of fact.

27. The allegations are denied because they are inaccurate statements of fact.

28. The allegations are neither admitted nor denied for the reason that defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and leave plaintiffs to their proofs.

29. The allegations are denied because they are inaccurate statements of fact.

30. The allegations are neither admitted nor denied for the reason that defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and leave plaintiffs to their proofs.

31. The allegations are neither admitted nor denied for the reason that defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and leave plaintiffs to their proofs.

32. The allegations are denied because they are inaccurate statements of fact.

33. The allegations are denied because they are inaccurate statements of fact.

33. Statement of law, not fact, to which no answer is necessary. If an answer is deemed necessary, defendants deny violating any constitutional rights of the plaintiffs.

34. Statement of law, not fact, to which no answer is necessary. If an answer is deemed necessary, the allegations are denied because they are inaccurate application of the law to the facts.

35. Statement of law, not fact, to which no answer is necessary. If an answer is deemed necessary, the allegations are denied because they are untrue.

36. Statement of law, not fact, to which no answer is necessary. If an answer is deemed necessary, the allegations are denied because they are untrue.

### COUNT I

#### RETALIATION FOR POLITICAL ACTIVITY AND BREACH OF CONTRACT - DEFENDANTS HARRY A. BEACH, GEORGE R. CORSIGLIA, MICHAEL BUCK, MICHAEL DAY AND COUNTY OF ALLEGAN

37. Defendants incorporate by reference their answers to paragraphs one through thirty-six.

38. The allegations are denied because they are inaccurate statements of fact.

39. The allegations are denied because they are inaccurate statements of fact.

40. The allegations are denied because they are inaccurate statements of fact and law.

41. The allegations are denied because they are inaccurate statements of fact and law.

42. The allegations are denied because they are inaccurate statements of fact. Further answering, defendants deny all allegations of unconstitutional or otherwise wrongful conduct.

### COUNT II

#### LEGAL MALPRACTICE, BREACH OF FIDUCIARY DUTY, INTERFERENCE WITH PROSPECTIVE BUSINESS ADVANTAGE, FRAUD AND UNJUST ENRICHMENT - DEFENDANTS ANTKOVIK & ANTKOVIK, P.C. AND PETER ANTKOVIK, II

43. These allegations do not pertain to the answering defendants and therefore no answer by them is necessary. If an answer is deemed necessary, the allegations are neither admitted nor denied for the reason that defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and leave plaintiffs to their proofs.

44. These allegations do not pertain to the answering defendants and therefore no answer by them is necessary. If an answer is deemed necessary, the allegations are neither

admitted nor denied for the reason that defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and leave plaintiffs to their proofs.

45. These allegations do not pertain to the answering defendants and therefore no answer by them is necessary. If an answer is deemed necessary, the allegations are neither admitted nor denied for the reason that defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and leave plaintiffs to their proofs.

46. These allegations do not pertain to the answering defendants and therefore no answer by them is necessary. If an answer is deemed necessary, the allegations are neither admitted nor denied for the reason that defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and leave plaintiffs to their proofs.

### **COUNT III**

#### **INTERFERENCE WITH PROSPECTIVE BUSINESS ADVANTAGE, FRAUD AND UNJUST ENRICHMENT – DEFENDANT HEIDI WOLF**

47. These allegations do not pertain to the answering defendants and therefore no answer by them is necessary. If an answer is deemed necessary, the allegations are neither admitted nor denied for the reason that defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and leave plaintiffs to their proofs.

48. These allegations do not pertain to the answering defendants and therefore no answer by them is necessary. If an answer is deemed necessary, the allegations are neither admitted nor denied for the reason that defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and leave plaintiffs to their proofs.

49. These allegations do not pertain to the answering defendants and therefore no answer by them is necessary. If an answer is deemed necessary, the allegations are neither



admitted nor denied for the reason that defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and leave plaintiffs to their proofs.

50. These allegations do not pertain to the answering defendants and therefore no answer by them is necessary. If an answer is deemed necessary, the allegations are neither admitted nor denied for the reason that defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and leave plaintiffs to their proofs.

51. These allegations do not pertain to the answering defendants and therefore no answer by them is necessary. If an answer is deemed necessary, the allegations are neither admitted nor denied for the reason that defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and leave plaintiffs to their proofs.

52. These allegations do not pertain to the answering defendants and therefore no answer by them is necessary. If an answer is deemed necessary, the allegations are neither admitted nor denied for the reason that defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations and leave plaintiffs to their proofs.

#### AFFIRMATIVE DEFENSES

1. Plaintiffs' official or representative capacity claims are barred by Eleventh Amendment immunity.

2. Defendants are entitled to absolute immunity.

3. Defendants are entitled to qualified immunity.

4. Defendants are entitled to public employee immunity (MCL 691.1407, *et seq*).

5. Defendants incorporate by reference co-Defendant, County of Allegan's

Affirmative Defenses Nos. 1-7, 9, 11 and 14-20 (FRCP 10(c)).

6. Defendants Corsiglia and Buck lacked personal involvement in the negotiation of the contract.

7. Plaintiffs' contract claim is barred because plaintiffs have received full payment and satisfaction for all contracts to which plaintiffs and defendants were parties. Alternatively, plaintiffs' contract claim is barred for want of consideration.

8. Defendants reserve the right to plead additional affirmative defenses should they become known at a later date and as permitted by the court.

Defendants George R. Corsiglia, Harry A. Beach, Michael L. Buck and Michael Day respectfully request that this Court dismiss plaintiffs' complaint in its entirety and award any other relief that it deems equitable and just.

Respectfully submitted,

MICHAEL A. COX  
Attorney General

A handwritten signature in black ink, appearing to read "Mark Donnelly". The signature is stylized with a large, looped "M" and a long, sweeping "D".

Mark E. Donnelly (P39281)  
Assistant Attorney General  
Public Employment, Elections  
& Tort Defense Division

Dated: April 14, 2003

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

JOHN A. WATTS, ANDREW J. MARKS &  
KEVIN W. CRONIN,

Plaintiffs,

v

No. 4:02-CV-0223

HON. RICHARD A. ENSLEN

ANTKOVIK & ANTKOVIK, P.C., a Michigan  
professional corporation, PETER ANTKOVIK, II an  
individual and stockholder in ANTKOVIK &  
ANTKOVIK, P.C., HEIDI WOLF, an individual,  
MICHAEL DAY, individually and in his official  
capacity as a Court Administrator, Administrator of the  
Allegan County Circuit Court,

And

HARRY A. BEACH, GEORGE R. CORSIGLIA,  
MICHAEL L. BUCK, individually and in their official  
capacities as administrators over courts,

And

COUNTY OF ALLEGAN, a Michigan public body,

Defendants.

**PROOF OF SERVICE**

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John A. Watts (P22048)  
Attorney for Plaintiffs

James L. Dyer (P32544)  
Johnson, Rosati, Aseityne & Field  
Attorney for County of Allegan

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Mark E. Donnelly (P39281)  
Attorney for Defs Corsiglia, Beach, Buck and Day  
Michigan Department of Attorney General  
Public Employment, Elections & Tort Div.

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Peter Antkoviak, II (P10223)  
Antkoviak & Antkoviak, P.C.  
Attorney for Def Antkoviak

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Wendy Todd, being duly sworn, deposes and says that on April 14, 2003, she did serve  
Defendants Corsiglia, Beach, Buck And Day's Answer To Plaintiffs' Complaint And  
Affirmative Defenses, upon counsel of record by first class mail addressed as follows:

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Wendy Todd  
Wendy Todd